

**GENERAL TERMS AND CONDITIONS
OF THE TMR SHAREHOLDERS CLUB
SEASON 2024/2025**

1. These General Terms and Conditions for the 2024/2025 season, defined by **Tatry mountain resorts, a.s.**, with the registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company number: 31 560 636, registered in the Commercial Register of District Court Žilina, Section: Sa, File No.: 62/L (hereinafter referred to as "**TMR Company**" or the "**Operator**"), shall govern the provision of services – transport via cableways and ski lifts, and the use of ski trails in individual resorts operated by the TMR Company, in the Štrbské Pleso resort, which is operated by the **Štrbské Pleso resort, s.r.o.** company with the registered office at K Vodopádom 4028/26, 059 85 Štrba, Company number: 55 737 854, registered in the Commercial Register of District Court Prešov, Section: Sro, File No.: 46597/P, in Skiareal Špindlerův Mlýn, which is operated by **MELIDA, a.s.**, with the registered office at Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, the Czech Republic, Company number: 241 66 511, registered in the Commercial Register of Regional Court Hradec Králové, Section: B, File no.: 3175; in Ještěd, which is operated by **TMR Ještěd, a.s.**, with the registered office at Jablonecká 41/27, 460 05 Liberec, Company number: 06080413, registered in the Commercial Register of Regional Court Ústí nad Labem; in Szczyrkowski Ośrodek Narciarski, which is operated by **SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓLKA AKCYJNA**, with the registered office at Narciarska 10, Szczyrk, 43-370 the Polish Republic, REGON: 072818322, registered in Krajowy Rejester Sadowy under the KRS registration number: 0000140818; in Legendia – Slaskie Wesole Miasteczko, which is operated by **ŚLASKIE WESOLE MIASTECZKO SPÓLKA Z OGRANICZONA ODPOWIEDZIALNOŚCIA**, ul. Plac Atrakcji nr. 1, 41-501 Chorzów, the Polish Republic, REGON: 24351626700000, NIP: 6272738214, registered in: Krajowy Rejestr Sadowy, Katowice, KRS number: 0000499958; in Mölltaler Gletscher, which is operated by **Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG**, Innerfragant 46, A-9831 Flattach Austria/Österreich, Fn: 19797p, ATU33329902; in Muttereralm, which is operated by **Muttereralm Bergbahnen Errichtungs GmbH**, Nockhofweg 40, 6162 Mutters, Fn: 270746g, ATU62238929; in Golf Resort Kaskáda and in Ski and Golf Resort Ostravice, which are operated by **Tatry mountain resorts CR, a.s.**, with the registered office at Pobřežní 18/16, Karlín, 186 00 Prague 8, the Czech Republic, Company number: 068 71 917, registered in the Commercial Register of Municipal Court Prague, no.: B23258; as well as the provision of services provided by the Tatralandia water park in Liptovský Mikuláš, and services of the Bešeňová water park, which is operated by **EUROCOM Investment, s.r.o.**, with the registered office at Bešeňová 136, 034 83 Bešeňová, Company number: 35 756 985, registered in the Commercial Register of District Court Žilina, Section: Sro, File No.: 14588/L. These General Terms and Conditions also specify the rights and duties related thereto based on the TMR Shareholders Club membership (hereinafter referred to as "**TMR Shareholders Club**"). These General Terms and Conditions apply to the following resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Jasná, Štrbské Pleso, Tatralandia water park in Liptovský Mikuláš, Skiareal Špindlerův Mlýn, Ještěd, Szczyrkowski Ośrodek Narciarski, Legendia – Slaskie Wesole Miasteczko, Golf Resort Kaskáda, Ski and Golf Resort Ostravice, Mölltaler Gletscher, Muttereralm, Bešeňová water park. Individual operational regulations, general terms and conditions and special terms and conditions valid in individual resorts mentioned above shall also apply to the provision of services unless otherwise stipulated by these General Terms and Conditions.

Tatry mountain resorts, a.s.



Demänovská Dolina 72
031 01 Liptovský Mikuláš 1, Slovensko



IČO: 315 606 36, DIČ: 2020428036
IČ-DPH: SK 2020428036

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2. The TMR Shareholders Club is a special programme which specifies services provided to the members of the TMR Shareholders Club in resorts mentioned in point 1 hereof.

3. Shareholders become members of the TMR Shareholders Club if they hold at least 500 (five hundred) shares of the TMR company and register online at www.tmr.sk/akcionarsky-klub/uplatnenie-benefitov/. In order to become a member of the Club and to register, every applicant must hold the minimum number of shares (500) as of 31/10/2024 (hereinafter referred to as "**Shareholder**"). In order to use the services provided by the TMR Shareholders Club, the applicant must hold the minimum number of shares (500) during the entire period while using services provided by the TMR Shareholders Club, which means until 31/10/2025. The registration can be performed by the Shareholder between 1/11/2024 and 30/9/2025. The Operator is obliged to confirm or reject individual Shareholders' registrations for the TMR Shareholders Club within 10 (ten) working days from the day of registration. Shareholders Club membership cannot be claimed legally. The Operator is entitled to reject any registration for the TMR Shareholders Club if the respective person does not fulfil the membership conditions of the TMR Shareholders Club in accordance with these Terms and Conditions, or if the data and information provided by the Shareholder for the purpose of registration do not correspond with the data and information specified in the Central Securities Depository or the Statement of Stock Ownership, or if any violation of these Terms and Conditions or the terms of the TMR Shareholders Club was discovered by the Operator in the previous period when checking data for the purpose of registration. To check the data and information for the purpose of membership in the TMR Shareholders Club, the Operator is entitled to ask the person that is registering to prove the provided data and information by presenting their Statement of Stock Ownership confirmed by the trader (stamp, signature) as of the decisive day (31/10/2024), or in any other manner. Once the registration for the TMR Shareholders Club is confirmed, every Shareholder is entitled to use the services of the TMR Shareholders Club from the day following after the day of the registration confirmation.

4. Every Shareholder is entitled to start using services provided by the TMR Shareholders Club one day after their registration is confirmed by the Operator and related benefits are activated through the Gopass account opened in the GOPASS programme, which is operated by the **GOPASS SE** company with the registered office at Komořanská 326/63, Modřany, 143 00 Prague, Czech Republic, Company number: 171 07 148, registered in the Commercial Register of Municipal Court Prague, Section: H, Insertion No.: 2546 (hereinafter referred to as "**GOPASS company**"), and use them until 31/10/2025. The benefit can be activated in the Gopass account of the Shareholder – in the "Gopass Vouchers/discounts section", where the Shareholder must choose the respective benefit voucher (in the value of EUR 0) by clicking on it.

- 4.1 Every Shareholder is entitled to use services provided by the TMR Shareholders Club only based on their registered Gopass key card where the active shareholder benefit is loaded. Temporary Gopass cards or digital Gopass cards **are not enough** to use shareholder benefits.
- 4.2 If any Shareholder forgets to take their registered Gopass card (KEY CARD) with a loaded active shareholder benefit to any resort, they can have a substitute shareholder benefit issued at the surcharge of EUR 3. If a substitute shareholder benefit is issued, the respective Shareholder is obliged to pay a surcharge for a new contactless key card (Gopass card) in

Tatry mountain resorts, a.s.



addition to the surcharge for issuing. The amount of the surcharge for a new contactless key card (Gopass card) is specified by the operator of the respective resort where the substitute Shareholder benefit is issued.

4.3 All surcharges must be paid to the Operator when the substitute shareholder benefit is issued.

5. Every Shareholder is entitled to use individual types of services in the scope that depends on the number of shares which the person holds as of the decisive day (i.e. 31/10/2024) as follows:

5.1.1 500 (five hundred) shares = VIP benefit

5.1.1.1 entitle the Shareholder to use transport services of cable cars, chairlifts and ski lifts as well as the services of ski pistes in individual resorts operated by the TMR company (except the cable car of Skalnaté pleso – Mt Lomnický štít), in the Štrbské Pleso resort, in Skiareal Špindlerův Mlýn, Jěžted, Szczyrkowski Ośrodek Narciarski, Mölltaler Gletscher and Muttereralm during the winter season;

5.1.1.2 entitle the Shareholder to use transport services of cable cars and chairlifts in individual resorts operated by the TMR company (except the cable car of Skalnaté pleso – Mt Lomnický štít), in the Štrbské Pleso resort, in Skiareal Špindlerův Mlýn, Jěžted, Szczyrkowski Ośrodek Narciarski, Mölltaler Gletscher and Muttereralm during the summer season, however, only in the form of one return ticket in each of the above mentioned resorts operated by the TMR company or in the Štrbské Pleso resort, or in Skiareal Špindlerův Mlýn, or in Jěžted or in Szczyrkowski Ośrodek Narciarski or in Mölltaler Gletscher or in Muttereralm per day; if ski pistes are available for skiing or snowboarding in the Mölltaler Gletscher resort also in summer, the Shareholder is entitled to use them there;

5.1.1.3 entitle the Shareholder to use the services of the Tatralandia water park in Liptovský Mikuláš in the form of 1-day “MAXI Tickets” or services of the Bešeňová water park in the form of 1-day “MAXI Tickets” during the whole membership period in the TMR Shareholders Club;

5.1.1.4 entitle the Shareholder to use the services of Legendia – Slaskie Wesole Miasteczko in the form of 1-day tickets during the summer season from 1/5/2025 (the opening times are published at www.legendia.pl);

5.1.1.5 entitle the Shareholder to get 50% off the annual golf resort (GREEN) fee in Golf Resort Ostravice during the whole membership period in the TMR Shareholders Club if the Shareholder has a valid Green card and is a member of the Czech Golf Federation;

5.1.1.6 entitle the Shareholder to earn **15% goX cashback** on every purchase **in the gastronomy facilities** listed below and operated by the TMR company in the Slovak Republic (**Jasná:** Apreski Lúčky, Apreski Funi bar, Apreski Fis bar, Apreski Krupová, Crystal bar, Happy End, Rotunda, Habarka, Bernardino Burger, Snack bar Rovná Hoľa, Reštaurácia Kosodrevina, Jasná Mountain Food, Energy Bar Chopok; **Tatranská Lomnica:** Humno Restaurant, Apreski bar, Restaurant Pizza Pasta, Retrostation Restaurant, Panorama Restaurant Skalnaté pleso, Café Panorama, Kaviareň Dedo; **Starý Smokovec:** Restaurant Hrebienok); in **Skiareal Špindlerův**

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Mlýn (Après Ski bar Hromovka, Quattro bar, Restaurace Stadion, Restaurace Na Pláni, Restaurace Medvědin, Bistro U lanovky); in **Ještěd** (Après-ski bar Nová Skalka, Restaurace Mústek , Bistro Horní Skalka, Bistro Pláně); in **Szczyrkowski Ošrodek Narciarski** (Apréski Gondola, Grill bar Gondola, Restauracja Kuflonka); in **Mölltaler Gletscher** (Bergrestaurant Panorama Eisse, Sonnblick Bar, Mölli Bar) or in **Motion facilities** operated by the TMR company in Slovakia (**Jasná**: Lúčky rental, Lúčky service, Záhradky rental, Biela Púť rental, Jasná Grand Jet service, Grand Hotel rental, Damian Jasná Hotel rental, Krupová rental, Krupová service); **Tatranská Lomnica**: Tatry Motion Shop & Rent Tatranská Lomnica, Tatry Motion Shop Skalnaté pleso, Intersport Rent Tatranská Lomnica; **Starý Smokovec**: Tatry Motion Shop & Rent Starý Smokovec, Tatry Motion Shop Hrebienok); in **Skiareal Špindlerův Mlýn** (Spindl Motion Rental Hromovka, Spindl Motion Rental Svätý Petr, Spindl Motion Rental Medvědin, Spindl Motion RENTAL Mísečky, Skiservis Svätý Petr); in **Ještěd** (Ještěd Motion Shop & Rental), all in accordance with the general terms and conditions of the Gopass programme;

5.1.1.7 entitle the Shareholder to park their car that they own or are entitled to use at the car parks below during the whole membership period in the TMR Shareholders Club as follows:

5.1.1.7.1 in the Jasná Sever resort –Otopné car park, designated part of the Lúčky car park, Koliesko car park, from, 8:00 a.m.;

5.1.1.7.2 in the Jasná Juh resort – Srdiečko car park, car park in the area of Krupová, from 8:00 a.m.;

5.1.1.7.3 terraced central car park and car park below the orange 6-seated chairlift in the Tatranská Lomnica resort;

5.1.1.7.4 central P1 car park in the Jěštěd resort.

To use this service, the Shareholder must activate their VIP benefit. Once the service is activated and used, the Shareholder can leave the car parks in the Jasná resort if they scan their Gopass card with the active VIP shareholder benefit at the exit reader. To use the car park in the Tatranská Lomnica resort, the Gopass card with the active VIP shareholder benefit must be scanned at the entrance as well as the exit reader. If any Shareholder does not activate their VIP benefit or does not have their registered Gopass card with the active VIP benefit with them, they have to pay the regular parking fee based on the respective price list of the operator. The use of parking spaces cannot be claimed legally because their number is limited. Once all available designated parking spaces are occupied, the service is not available anymore and the Shareholder is not entitled to be compensated financially or non-financially or in any other way. If all parking spaces at the car parks listed above are occupied, Shareholders can use public car parks at a surcharge based on terms specified by the operators of the respective car parks or parking areas. The designated parking service can be used only by one (1) motor vehicle that is owned or used legally by the respective Shareholder.

5.1.2 750 (seven hundred fifty) shares = VIP GOLD Benefit

5.1.2.1 entitle the Shareholder plus one (1) person chosen by the Shareholder to use transport services of cable cars, chairlifts and ski lifts as well as the services of ski

Tatry mountain resorts, a.s.



pistes in individual resorts operated by the TMR company (except the cable car of Skalnaté pleso – Mt Lomnický štít), in the Štrbské Pleso resort, in Skiareal Špindlerův Mlýn, Jěžted, Szczyrkowski Ośrodek Narciarski, Mölltaler Gletscher and Muttereralm during the winter season;

5.1.2.2 entitle the Shareholder plus one (1) person chosen by the Shareholder to use transport services of cable cars and chairlifts in individual resorts operated by the TMR company (except the cable car of Skalnaté pleso – Mt Lomnický štít), in the Štrbské Pleso resort, in Skiareal Špindlerův Mlýn, Jěžted, Szczyrkowski Ośrodek Narciarski, Mölltaler Gletscher and Muttereralm during the summer season, however, only in the form of one return ticket in each of the above mentioned resorts operated by the TMR company or in the Štrbské Pleso resort or in Skiareal Špindlerův Mlýn, or in Jěžted or in Szczyrkowski Ośrodek Narciarski or in Mölltaler Gletscher or in Muttereralm per day; if ski pistes are available for skiing or snowboarding in the Mölltaler Gletscher resort also in summer, the Shareholder is entitled to use them there;

5.1.2.3 entitle the Shareholder plus one (1) person chosen by the Shareholder to use the services of the Tatralandia water park in Liptovský Mikuláš in the form of 1-day “MAXI Tickets” or services of the Bešeňová water park in the form of 1-day “MAXI Tickets” during the whole membership period in the TMR Shareholders Club;

5.1.2.4 entitle the Shareholder plus one (1) person chosen by the Shareholder to use the services of Legendia – Slaskie Wesole Miasteczko in the form of 1-day tickets during the summer season from 1/5/2025 (the opening times are published on www.legendia.pl);

5.1.2.5 entitle the Shareholder plus one (1) person chosen by the Shareholder to get 50% off the annual golf resort (GREEN) fee in Ski and Golf Resort Ostravice during the whole membership period in the TMR Shareholders Club if the Shareholder and the other person chosen by the them have valid Green cards and are members of the Czech Golf Federation;

5.1.2.6 entitle the Shareholder to earn **15% goX cashback** on every purchase **in the gastronomy facilities** listed below and operated by the TMR company in the Slovak Republic: (**Jasná**: Apreski Lúčky, Apreski Funi bar, Apreski Fis bar, Apreski Krupová, Crystal bar, Happy End, Rotunda, Habarka, Bernardino Burger, Snack bar Rovná Hoľa, Reštaurácia Kosodrevina, Jasná Mountain Food, Energy Bar Chopok; **Tatranská Lomnica**: Humno Restaurant, Apreski bar, Restaurant Pizza Pasta, Retrostation Restaurant, Panorama Restaurant Skalnaté pleso, Café Panorama, Kaviareň Dedo; **Starý Smokovec**: Restaurant Hrebienok); in **Skiareal Špindlerův Mlýn** (Apres Ski bar Hromovka, Quattro bar, Restaurace Stadion, Restaurace Na Pláni, Restaurace Medvědin, Bistro U lanovky); in **Ježtéd** (Après-ski bar Nová Skalka, Restaurace Mústek , Bistro Horní Skalka, Bistro Pláně); in **Szczyrkowski Ośrodek Narciarski** (Apreski Gondola, Grill bar Gondola, Restauracja Kuflonka); in **Mölltaler Gletscher** (Bergrestaurant Panorama Eisse, Sonnblick Bar, Mölli Bar) or in **Motion facilities** operated by the TMR company in Slovakia (**Jasná**: Lúčky rental, Lúčky service, Záhradky rental, Biela Pút' rental, Jasná Grand Jet service, Grand Hotel rental, Damian Jasná Hotel rental, Krupová rental, Krupová service); **Tatranská Lomnica**:

Tatry mountain resorts, a.s.



Tatry Motion Shop & Rent Tatranská Lomnica, Tatry Motion Shop Skalnaté pleso, Intersport Rent Tatranská Lomnica; **Starý Smokovec**: Tatry Motion Shop & Rent Starý Smokovec, Tatry Motion Shop Hrebienok); in **Skiareal Špindlerův Mlýn** (Spindl Motion Rental Hromovka, Spindl Motion Rental Svätý Petr, Spindl Motion Rental Medvedín, Spindl Motion RENTAL Mísečky, Skiservis Svätý Petr); in **Ještěd** (Ještěd Motion Shop & Rental), all in accordance with the general terms and conditions of the Gopass programme;

5.1.2.7 entitle the Shareholder to park their car that they own or are entitled to use at the car parks below designated by the Operator during the whole membership period in the TMR Shareholders Club as follows:

5.1.2.7.1 in the Jasná Sever resort – Otopné car park, designated part of the Lúčky car park, Koliesko car park, from 8:00 a.m.;

5.1.2.7.2 in the Jasná Juh resort – Srdiečko car park, Krupová car park, from 8:00 a.m.;

5.1.2.7.3 terraced central car park, car park below the orange 6-seated chairlift in the Tatranská Lomnica resort;

5.1.2.7.4 central P1 car park in the Jěštěd resort.

To use this service, the Shareholder must activate their VIP GOLD benefit. Once the service is activated and used, the Shareholder can leave the car parks in the Jasná resort if they scan their Gopass card with the active VIP shareholder benefit at the exit reader. To use the car park in the Tatranská Lomnica resort, the Gopass card with the active VIP GOLD shareholder benefit must be scanned at the entrance as well as the exit reader. If the Shareholder does not activate their VIP GOLD benefit or does not have their registered Gopass card with the active VIP GOLD benefit with them, they have to pay the regular parking fee based on the respective price list of the operator. The use of parking spaces cannot be claimed legally because their number is limited. Once all available designated parking spaces are occupied, the service is not available anymore and the Shareholder is not entitled to be compensated financially or non-financially or in any other way. If all parking spaces at the car parks listed above are occupied, Shareholders can use public car parks at a surcharge based on terms specified by the operators of the respective car parks or parking areas. The designated parking service can be used only by one (1) motor vehicle that is owned or used legally by the respective Shareholder plus one (1) motor vehicle that is owned or used legally by another (1) person chosen by the Shareholder.

6. Discounts based on points 5.1.1.6 and 5.1.2.6 cannot be combined with each other or with other special offers.

7. Operators of individual resorts reserve the right to change offered benefits as well as to stop offering any benefits.

8. The VIP benefit and the VIP GOLD benefit don't apply to cable car transport between Skalnaté pleso and Mt Lomnický štít and cable car transport offered by the Czech Railways on the route Liberec – Horní Hanychov – Ještěd.

Tatry mountain resorts, a.s.



The VIP benefit and the VIP GOLD benefit entitle their holders to use night skiing based on the conditions of the resort operator in the Jasná resort, in Špindlerův Mlýn, Ještěd and Szczyrkowski Ośrodek Narciarski if night skiing is offered by the resort operator.

9. When activating their benefit, every Shareholder (plus one (1) person chosen by the Shareholder in the case of the VIP GOLD benefit) can buy a Fast Pass **at EUR 430**, which includes skip-the-line access to cableways selected by the operator in individual resorts during the 2024/2025 winter season (cableways **in Jasná**: “A1” Priehyba – Chopok (North), “A2” Kosodrevina – Chopok (South), “A3” Grand – Brhliská (North), “A5” Krupová – Kosodrevina (South), “B1” Záhradky - Rovná hoľa (North), “B8” Lúčky – Vyhliadka (North); “A6” Biela Púť - Priehyba (North); “B2” Záhradky – Priehyba; cableways **in Tatranská Lomnica**: “B” Štart – Skalnaté pleso, “F” Tatranská Lomnica – Štart, “I” Tatranská Lomnica – Buková Hora, “D” Štart – Čučoriedky, “C” Skalnaté pleso – Lomnické sedlo; cableways **in Štrbské Pleso**: “A” Solisko Expres, “C” Furkota, “D” Mostíky; cableways **in Szczyrkowski Ośrodek Narciarski**: “A1” Gondola, “B1” Kanapa, “B2” Kanapa, “B5” Kanapa, “C3” Małe Skrzyczne).

The Fast Pass can be activated in the Gopass account of the Shareholder (plus one (1) person chosen by the Shareholder in the case of the VIP GOLD benefit) in the “Gopass vouchers/discounts” section, where the Fast Pass voucher (in the value of EUR 430) must be clicked on and paid for. The Fast Pass price is the same for all kinds of shareholder benefits. If any Shareholder (plus one (1) person chosen by the Shareholder in the case of the VIP GOLD benefit) want(s) to add a Fast Pass to their shareholder benefit, they can choose it only when activating their benefit. Fast Passes cannot be activated later.

The VIP benefit and the VIP GOLD benefit don't apply to cable car transport between Skalnaté pleso and Mt Lomnický štít and cable car transport offered by the Czech Railways on the route Liberec – Horní Hanychov – Ještěd.

The VIP benefit and the VIP GOLD benefit entitle their holders to use night skiing based on the conditions of the resort operator in the Jasná resort, in Špindlerův Mlýn, Ještěd and Szczyrkowski Ośrodek Narciarski if night skiing is offered by the resort operator.

10. Every Shareholder is entitled to transfer the possibility of using services of the TMR Shareholders Club to another person who acts as a “person subordinated to the Shareholder’s GOPASS account”, however, the services must be used as a whole and cannot be split or separated. For more information about the transfer, Shareholders can send an email to benefit@tmr.sk.
11. If shares are held by a legal entity, the Shareholder – legal entity – is obliged to send a Power of Attorney to the TMR company before completing their registration – via email to benefit@tmr.sk. The Power of Attorney shall be signed by the statutory body of the Shareholder – legal entity – and specify the natural person that is entitled to use the services of the TMR Shareholders Club.
12. Every TMR Shareholders Club membership is **non-transferable**. Individual services are **non-transferable as a whole (or separately) once they are activated based on the number of shares.**

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The non-transferability applies also to individuals (+ one (1) person) selected by Shareholders who activate their TMR Shareholders Club services via their personal Gopass accounts.

13. The TMR company is entitled to block and/or cancel any TMR Shareholders Club membership and prevent any Shareholder and/or customer from using services of the TMR Shareholders Club if the services are used by a person who is not entitled to do so. If services of the TMR Shareholders Club are misused by the other person chosen by Shareholders in the case of the VOP GOPD benefit based on these terms and conditions, the TMR company is entitled to cancel also the Shareholders Club membership of the respective Shareholder. Services of the TMR Shareholders Club can be used only if the respective person presents their identity card (children under 15 years present their health insurance cards or other documents that prove their age). **If any TMR Shareholders Club membership gets blocked or cancelled or revoked as a result of violation of these Terms and Conditions or the general terms and conditions** (if any TMR Shareholders Club membership misused and this results in unauthorised use of services provided by the operator in individual resorts operated by the TMR company, in Skiareal Špindlerův Mlýn, Jěžted, Szczyrkowski Ośrodek Narciarski, Mölltaler Gletscher, Muttereralp, Legendia – Slaskie Wesole Miasteczko or in the Tatralandia water park in Liptovský Mikuláš or in the Bešeňová water park or if other provisions of these Terms and Conditions or the general terms and conditions or specific terms and conditions of individual operators are violated), **customers are not entitled to receive any financial or non-financial compensation for not using services provided by the TMR company in individual resorts operated by the Operator or its contractual partners or in other facilities of the Operator. If any TMR Shareholders Club membership is blocked or cancelled or revoked in accordance with this item, benefits of the other (1) person chosen by Shareholders get blocked too and the respective Shareholder as well as the other (1) person chosen by them shall lose all rights to use services based on their TMR Shareholders Club membership, and the TMR Shareholders Club membership of the Shareholder is cancelled for the rest of their life (i.e. they cannot register for the TMR Shareholders Club in future). This applies also if the services of the TMR Shareholders Club are transferred to a “person subordinated to the Shareholder’s GOPASS account”.**

14. In the case of TMR Shareholders Club membership based on these Terms and Conditions, customers who have passed a turnstile but could not use transport due to a technical malfunction for a period longer than 60 minutes are **not entitled to be refunded** for transport costs on the respective day if the transport capacity in the respective resort has been reduced due to the above mentioned malfunction or if transport in the resort has been cancelled completely. Other cases of complaints shall be resolved based on the general terms and conditions or specific terms and conditions of the TMR company and other operators.

15. If a member of the TMR Shareholders Club does not use their benefit during the 2024/2025 winter season not even 1x (i.e. does not pass even through one (1) turnstile in any of the resorts of the operator) due to force majeure events (i.e. if ski resorts are not opened due to restrictions of public authorities in order to prevent spreading of a contagious disease or due to other restrictions ordered by public authorities or due to a natural catastrophe (earthquake, flood, fall of meteorites, hurricane,

Tatry mountain resorts, a.s.



epidemic), or due to a war or terrorism, which will have long-term (longer than the 2024/2025 winter season) or permanent consequences, they are not entitled to be compensated financially or non-financially or to have the validity period of their shareholder's benefits extended.

16.By activating their shareholder benefit and using the services that the respective shareholder benefit entitles to, every client declares that they have been aware of the current epidemiological situation and all related epidemiological precautions which are determined by relevant public authorities and in force at the time when they activate their shareholder benefit and while they use the related services that the benefit entitles them to, and that they undertake to respect them. By activating their shareholder benefit and using the related services, every client confirms that on the day of the service use, they will meet all conditions required to use the services in accordance with currently valid public health protection measures that are in force.

17.Any customer has the right to submit a request for redress to the trader in accordance with § 11 Sec. 1 of Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and on Amendments and Supplements to Certain Acts, as amended, if a dispute arises between the customer as a consumer and the trader regarding the rights arising from liability for defects (if the customer is not satisfied with the way how the trader handled their complaint) or if the customer as a consumer believes that the trader has violated their other rights. The trader will assess the request and inform the customer how it shall be resolved within 30 days after it is submitted. If the trader rejects the request or does not respond to it within 30 days from the day it has been sent by the respective customer, when asked by the customer as mentioned above, the customer is entitled to ask for an alternative dispute resolution in accordance with § 12 Act No. 391/2015 Coll. on Consumer Alternative Dispute Resolution and on amendments and supplements to other acts. The body authorised to deal with alternative dispute resolutions of the trader shall be a) the Slovak Trade Inspection, which can be contacted for the above-mentioned purpose at the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Bajkalská 21/A, P.O.BOX 29, 827 99 Bratislava, or electronically to ars@soi.sk or adr@soi.sk, or b) any other authorised legal entity registered in the list of bodies for alternative dispute resolution of the Ministry of Economy of the Slovak Republic (the list of authorised bodies is available on the website: <https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternatívne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>). Every client has the right to choose which of the above-mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To do so, the client can use an online platform for alternative dispute resolution which is available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <https://www.soi.sk/sk/alternativne-riesenie-spotrebiteľských-sporov.soi>.

18.Privacy Policy:

Details related to the protection of personal data are included in the Data Protection and Privacy Policy of TMR Group and published on the website: www.tmr.sk/o-nas/gdpr/.

19.By registering as a member of the TMR Shareholders Club and using services in individual resorts and facilities operated by the TMR company, in the Štrbské Pleso resort, in Skiareal Špindlerův Mlýn, in Jěžted, in the Bešeňová water park, in Szczyrkowski Ośrodek Narciarski,

Tatry mountain resorts, a.s.



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031 01 Liptovský Mikuláš 1, Slovensko



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Okresného súdu Žilina, Odd. Sa, vl. Č 62/L

in Mölltaler Gletscher, in Muttereralm and in Legendia – Slaskie Wesole Miasteczko, customers undertake to follow all instructions of authorised staff members of the TMR company and/or other operators, individual transportation rules, these General Terms and Conditions, general terms and conditions of individual services, park rules, accommodation rules and rules on the slopes which are effective in individual resorts as well as all other applicable legal regulations. All general terms and conditions, specific terms and conditions and rules on the slopes of the TMR company are published on the websites of individual resorts: www.jasna.sk, www.vt.sk, www.skiareal.cz, www.skijested.cz, www.szczyrkowski.pl, www.moelltaler-gletscher.at, www.muttereralm.at and www.gopass.travel and available at all ticket offices and information centres in individual resorts operated by the TMR company.

20. The TMR Shareholders Club **does not entitle** any Shareholder or shareholder benefit holder to **carry out any business or other gainful activities** (including activities of ski schools, ski and snowboard lessons, selling and buying of tickets and ski passes that cover services provided by individual operators for a charge) on ski trails, in ski trail finish areas or any other facilities of the Operator or its contracting partners without the permission of TMR or its contracting partners and relevant licences pursuant to the generally binding legal regulations. Unless allowed by the Operator, ski trails and ski trail finish areas as well as all other facilities of the Operator or its contracting partners cannot be used for advertising purposes (this includes various stalls, advertising equipment etc.). These General Terms and Conditions come into force once published, become effective on 01/11/2024 and are in force and effective until 30/10/2025. If any general terms and conditions related to services provided by the Operator (hereinafter referred to as “**specific terms and conditions**”) or any other terms and conditions of the Operator related to individual services differ from these General Terms and Conditions, these General Terms and Conditions shall be considered decisive and given priority to the specific terms and conditions or other terms and conditions, in every point they are different.

21. All legal relationships between the Operator and individual Shareholders concerning the use of services as well as all other related legal relationships are governed by the laws of the Slovak Republic.

Supervisory authorities

Central Inspectorate of the Slovak Trade Inspection, Bajkalská 21/A, 827 99 Bratislava

Inspectorate of the Slovak Trade Inspection for the Žilina region, Predmestská 71, 011 79 Žilina

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